



Defence Medical Services
Contract No: 702931454
For:

The provision of Identification of a Suitable Drug
Target(s) to Manipulate Dysfunctional Neuronal
Function in the Cochlear Nucleus to Relieve Noise-
induced Tinnitus

Between the Secretary of State for Defence of the
United Kingdom of Great Britain and Northern Ireland

And
Contractor Name and Address

Team Name and address:

Defence Medical Services

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Standardised Contracting Terms

(Edn 02/22)

1. Definitions – In the Contract

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and

Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Control means the power of a person to secure that the affairs of the Contractor (or Subcontractor) are conducted in accordance with the wishes of that person by the means of holding shares, or possession of voting powers in, or in relation to the Contractor; or by virtue of any powers conferred by the constitutional or corporate documents, or by any other document regulating the Contractor (or Subcontractor, as the case may be); and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.b;

Contract Price means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract;

Contractor means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

Effective Date of Contract means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

Sensitive Information means the information listed as such in Schedule 4 (Contractor's Sensitive Information), being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point which this Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Subcontractor means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information; and

Quality Assurance Requirements means those requirements specified in Schedule 3 – Contract Data Sheet.

2. General

- a. The defined terms of the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.

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- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.f and for enforcement of any judgement, order or award given under English jurisdiction.
- h. This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.
- i. This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.
- j. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 2.i the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.
- k. The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

3. Severability

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
 - (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

- (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

4. Transparency

- a. Notwithstanding any other Condition of this Contract, including Clause 5, the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 4.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and cooperate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:
 - (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA or the EIR, including the Sensitive Information;
 - (2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
 - (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

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5. Disclosure of Information

- a. Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (ISC) and Clause 4.

6. Publicity and Communications with the Media

- a. The Contractor shall not, and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

7. Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day in the place of receipt, and otherwise on the first Business Day of the recipient immediately following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

8. Change of Control of Contractor

- a. The Contractor shall notify the Representative of the Authority at the address given in Clause 8.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Sub-contractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.
- b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:
- Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b #1301
MOD Abbey Wood,
Bristol, BS34 8JH
and emailed to: DefComrcISSM-MergersandAcq@mod.gov.uk

The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Effective day of Contract.

- c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with Clause 8.a. The Authority shall act reasonably in exercising its right of termination under this condition.
- d. If the Authority exercises its right to terminate in accordance with Clause 8.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this Clause 8.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.
- e. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or

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imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this condition.

9. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

10. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall supply the Contractor Deliverables to the Authority at Contract Price. Unless otherwise stated in Schedule 3, the Contract Price shall be a Firm Price.
- b. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with Schedule 2;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- c. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

11. Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 11.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

12. Third Party Intellectual Property

- a. Claims, liabilities and indemnities in respect of infringements or alleged infringements of Third Party Intellectual Property Rights shall be handled in accordance with the provisions of DEFCON 632 (Edn 06/21).
- b. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

13. Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 13.b the Contractor will be required to register their details (Supplier onboarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with Clause 13.a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with Clause 13.b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Clause 13.c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

14. Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a Subcontract he shall cause a term to be included in such Subcontract:
 - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;

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- (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
- (3) providing that where the Contractor fails to comply with Clause 14.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of Clause 14.b(2) after a reasonable time has passed; and
- (4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as Clauses 14.b(1) to 14.b(4).

15. Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings related to the arbitration or otherwise. No report relating to the same shall be made beyond the tribunal, the Parties, their legal representative and any person necessary to the conduct of the arbitration, without the concurrence of all the Parties to the arbitration.

16. Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such

commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17. Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least 20 (twenty) business days written notice (or such other period as may be stated Schedule 3 – Contract Data Sheet).
- b. Subject to Clause 17.d, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor, subject to:
 - (1) the Contractor taking all reasonable steps to mitigate such loss; and
 - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part thereof.
- c. The Contractor shall include in any sub-contract over £250,000 which it may enter into for the purpose of the Contract the right to terminate the sub-contract under the terms of Clauses 17.a to 17.b except that:
 - (1) the notice period for termination shall be as specified in the sub-contract, or if no period is specified 20 (twenty) business days; and
 - (2) the Contractor's right to terminate shall be restricted by including the following additional clause "Provided that this right is not exercised unless the main

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contract, or relevant part, has been terminated by the Secretary of State for Defence in accordance with the provisions of Clause 18".

- d. The Authority's total liability under the provisions of this Clause 17 shall be limited to the total price of the Contractor Deliverables payable under the Contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

18. Contractor's Records

- a. The Contractor and its Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and its Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
 - (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
 - (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under Clause 18.a, and subject to the provisions of Clause 5, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
 - (1) the end of the Contract term;
 - (2) the termination of the Contract; or
 - (3) the final payment, whichever occurs latest.

19. Goods Specific Conditions

a. Supply of Data for Hazardous Contractor Deliverables

- (1) The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 19.a(1). Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract:
 - (a) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (b) the International Maritime Dangerous Goods (IMDG) Code;
 - (c) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (d) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- (2) Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- (3) As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
 - (a) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (b) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 19.a(4) which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- (4) Safety Data Sheets if required under Clause 19.a(3) shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
 - (a) Information required by the extant Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
 - (b) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and

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- (c) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- (5) The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 19.a(4) for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- (6) Nothing in this Clause 19.a reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- (7) Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation Supplier Manual.

b. Marking of Contractor Deliverables

- (1) Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the Contract. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2.
- (2) Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- (3) The marking shall include any serial numbers allocated to the Contractor Deliverable.
- (4) Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Clause 19.c (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

c. Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

- (1) The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

20. Goods Specific Conditions

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Project Specific Conditions

21. Limitations on Liability

Definitions

In this Condition [1] the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

"Charges" means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;

"Data Protection Legislation" means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

- (1) UK GDPR;
- (2) DPA 2018; and
- (3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

"Default" means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

"DPA 2018" means the Data Protection Act 2018;

"Law" means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

"Term" means the period commencing on [the commencement date / the date on which this Contract is signed / the date on which this Contract takes effect] and ending [on the expiry of x years /on x date] or on earlier termination of this Contract.

'UK GDPR' means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Unlimited liabilities

21.1 Neither Party limits its liability for:

- 21.1.1 death or personal injury caused by its negligence, or that of its employees, agents or subcontractors (as applicable);
- 21.1.2 fraud or fraudulent misrepresentation by it or its employees;
- 21.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 21.1.4 any liability to the extent it cannot be limited or excluded by law.

21.2 The financial caps on liability set out in Clauses 21.3 below shall not apply to the following:

21.2.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:

21.2.1.1 the Contractor's indemnity in relation to DEFCON 705 and Condition 12 (Third Party IP – Rights and Restrictions);

21.2.1.2 NOT USED

21.2.1.3 NOT USED

21.2.2 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

21.2.2.1 the Authority's indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);

21.2.2.2 NOT USED

21.2.3 NOT USED

21.2.4 to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

Financial limits

21.3 Subject to Clauses 21.1 and 21.2 and to the maximum extent permitted by Law:

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21.3.1 Throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

21.3.1.1. in respect of Condition 2i [£ pounds] £0 in aggregate;

21.3.1.2. in respect of Condition 11b [£ pounds] £0 in aggregate;

21.3.2 without limiting Clause 21.3.1 and subject always to Clauses 21.1, 21.2 and 21.4 the Contractor's total liability throughout the Term in respect of all other liabilities whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £0 in aggregate.

21.3.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 21.3.1 and 21.3.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 21.3.1 and 21.3.2 of this Contract.

21.3.4 Subject to Clauses 21.1, 21.2 and 21.4, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

21.4 Clause 21.3.2 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

21.5 Subject to Clauses 21.1, 21.2 and 21.6, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

21.5.1 indirect loss or damage;

21.5.2 special loss or damage;

21.5.3 consequential loss or damage;

21.5.4 loss of profits (whether direct or indirect);

21.5.5 loss of turnover (whether direct or indirect);

21.5.6 loss of business opportunities (whether direct or indirect); or

21.5.7 damage to goodwill (whether direct or indirect), even if that Party was aware of the possibility of such loss or damage to the other Party.

21.6 The provisions of Clause 21.5 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

21.6.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

21.6.1.1 to any third party;

21.6.1.2 for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

21.6.1.3 relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

21.6.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

21.6.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

21.6.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

21.6.5 damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (ISC) and 611 (ISC);

21.6.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

21.6.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

21.6.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

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- 21.6.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

- 21.7 If any limitation or provision contained or expressly referred to in this Condition [1] is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition [1].

Third party claims or losses

- 21.8 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and Condition 12 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

21.8.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

21.8.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

- 21.9 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

22. Intellectual Property Rights - Research and Technology

- 22.1 This Condition shall apply to all intellectual property generated under the Contract or delivered to the Authority under the provisions of the Contract.
- 22.2 The Contractor shall use all reasonable endeavours to ensure that the intellectual property rights in any work generated under the Contract shall be the property of and vest in the Contractor, subject to the rights of third parties in pre-existing works.
- 22.3 The Contractor agrees not to publish any work generated under the Contract without the consent in writing of the Authority. The Authority will not normally raise objection to publication, but reserves the right to do so. The Authority will review, upon request by the Contractor, any such restriction on publication.
- 22.4 The Authority shall have, in respect of any work to which this Condition applies, a free licence to copy, use and disclose (including the right to disclose publicly) the work or any copy thereof in whole or in part and to authorise third parties to do the same.

23. Contract Performance Measurement

- 23.1 The Contractor agrees to the delivery requirements for all Items listed in the Schedule of Requirements (Schedule 2) in accordance with the Key Performance Indicators (KPIs) at Schedule 6.
- 23.2 The KPIs found at Schedule 6, are jointly agreed between the Authority and the Contractor, and are deemed to be objectives against which performance can be assessed. The agreed KPIs shall be applicable for the duration of the Contract, unless formally amended.
- 23.3 The Contractor's performance under the Contract shall be monitored by the Authority and measured quarterly. The Authority shall assess the Contractor's performance against the KPIs in accordance with Schedule 6, as either having met or not met the performance target.
- 23.4 The Authority shall be responsible for measuring the KPIs and evaluating performance against the measures and criteria as detailed in Schedule 6.
 - 23.4.1 Due to the nature of work undertaken, the Contractor is required to meet the 'Percentage Threshold' of 100% by the target date stated in Schedule 6.
 - 23.4.2 If the Contractor does not achieve a KPI score of 100% by the required deadline, the Authority and Contractor shall agree on an extension date following receipt of written justification by the Contractor.
 - 23.4.3 Failure to meet 100% by the extension deadline shall result in the Contractor submitting a Recovery Plan/Implementation Plan within 3 business days of the end of the extension. The Plan shall include as a minimum:
 - a. Full description of delay and reasons
 - b. Potential impacts on future results
 - c. Actions to be taken
 - d. Recovery Schedule

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- 23.5 If the Contractor fails to reach 100% performance by the end of the proposed Recovery Schedule, the Authority can deem it necessary to seek guarantees of improvements from the Contractor and/or enforce remedies.
- 23.6 If remedies are not successful and the Contractor continues to not perform at the required KPI target threshold, the Authority retains the option to terminate the Contract in accordance with Clause 17.

24. Progress Monitoring, Meetings and Reports

- 24.1 The Contractor is required to produce PowerPoint presentations for each quarterly meeting and forward these to the Authority within ten (10) working days prior to the agreed quarterly meeting dates.

25. Research Standards

- 24.1 The Contractor is to adhere to all research standards that pertains to this research project as stated in the project proposal at Schedule 7 which clearly defines the boundaries that the Authority expects the Contractor to operate within.
- 24.2 In the event the Authority feels Research Standards are not in line with Schedule 7 the Authority reserves the right to exercise its rights under Clauses 15, 17 and 26.1.

26. Complaints

- 25.1 The Contractor shall operate an unambiguous written procedure for handling complaints from the Authority about the service provided under this contract.
- 25.2 All complaints made by the Authority to the Contractor shall be acknowledged in writing within five (5) working days by the Contractor. The Contractor shall keep a full written record of the nature of each complaint and details of the action taken as a result of the complaint. The Contractor shall use all reasonable endeavors to ensure that all complaints are resolved within 15 days of the complaint being notified to the Contractor.
- 25.3 Should the nature of the complaint require additional investigation or action by a Professional and Regulatory Body, or other government organisations in which case the Contractor shall use all reasonable endeavors to ensure that the complaint is resolved as soon as possible thereafter. The details of how the complaint has been resolved is to be notified to the Authority in writing as soon as possible thereafter and the Contractor will, on request from the Authority at any time, provide the Authority with an update as to the progress of the resolution of the complaint.

27. Amendments to Contract

- 27.1 Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties
- 27.2 All amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.
- 27.3 Without prejudice to Clause 27.1, where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Control Procedure) shall apply.
- 27.4 The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with Clause 27.1 above has been issued.

28. Contract Risk Management

- 28.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 28.2 The Contractor shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
 - 28.2.1 the identification and management of risks;
 - 28.2.2 the identification and management of issues; and
 - 28.2.3 monitoring and controlling project plans.
- 28.3 The Contractor allows the Authority to inspect at any time within working hours the accounts and records which the Contractor is required to keep.
- 28.4 The Contractor will maintain a risk register of the risks relating to the Contract which the Authority and the Contractor have identified.

29. Force Majeure

- 29.1 The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:
 - (i) acts of nature;
 - (ii) war;

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(iii) hostilities;

(iv) fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by their own negligence; and

(v) Epidemic and Pandemic.

- 29.2 The Contractor shall take reasonable actions to anticipate, prevent and minimise the effect of any Force Majeure Event.
- 29.3 The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.
- 29.4 Subject to Clause 29.5 below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.
- 29.5 The maximum extension of time granted under this clause shall be limited to ninety 90 (90) calendar days or such reasonable time to be agreed between the Parties, after which time the Authority may, on giving written notice to the Contractor, terminate this Contract, without seeking compensation from the Contractor for non-performance caused by the Force Majeure Event, with immediate effect.
- 29.6 The Authority shall not be considered in breach if Clause 29.1 occurs.

30. Project Specific DEFCONs

DEFCON 035 (Edn. 10/04) - Progress Payments

DEFCON 129J (ISC) (Edn. 12/19) - The use of Electronic Business Delivery Form

DEFCON 502 (ISC) (Edn. 12/19) - Specification Changes

DEFCON 514A (Edn. 03/16) - Failure of Performance under Research and Development Contracts

DEFCON 516 (Edn 04/12) - Equality

DEFCON 531 (ISC) (Edn. 09/21) - Disclosure of Information

DEFCON 532B (Edn. 04/20) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 609 (ISC) (Edn. 12/19) - Contractor's Records

DEFCON 658 (ISC) (Edn. 12/19) – Cyber

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Not Applicable (reference **RAR-5K9A9324**-STAGE 2: Cochlear Nucleus Tinnitus) as defined in Def Stan 05-138.

DEFCON 705 (Edn 06/21) – Intellectual Property Rights - Research and Technology

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Innovation SC Schedules

Schedule 1 – Additional Definitions of Contract

Central Government Body means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (1) Government Department;
- (2) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (3) Non-Ministerial Department; or
- (4) Executive Agency.

The Commercial Officer means the authority so designated in the Contract;

Schedule of Requirements means that part of the Contract which identifies, either directly or by reference, the Articles, Services or Contract Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Article, Service or Contract Deliverable;

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Contract Number: 702931454

Schedule 2 - Schedule of Requirements for Contract No: 702931454

For the Research Project: Identification of a suitable drug target(s) to manipulate dysfunctional neuronal function in the cochlear nucleus to relieve noise-induced tinnitus; further studies following successful identification of the relevant neurones likely to be amenable to drug manipulation.

<u>Contractor Deliverables</u>					
Item Number	Specification	Delivery Date	Total Qty	Price (£) Ex VAT	
				Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1	Electronic report on the progress in phenotyping classification of 5-HT _{1A} receptor expressing neurones in the cochlear nucleus	No later than 30 th Nov 22	N/A	N/A	[REDACTED]
2	Electronic report on identification of a suitable	No later than 30 th Jun 23	N/A	N/A	[REDACTED]

Contract Number: 702931454

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	druggable target(s) expressed by the 5-HT _{1A} deplete neurones.				
3	Final electronic report on project, including identifying suitable drug(s) for future evaluation of efficacy in patients with tinnitus.	No later than 31 st Jul 23	N/A	N/A	[REDACTED]
4	Quarterly progress meetings	Quarterly	N/A	N/A	N/A
				Total Price	£49,908.39

Schedule 3 – Contract Data Sheet

Condition 2.h - Contract Period	<p>Effective date of Contract: 1st July 2022</p> <p>The Contract expiry date: 31st July 2023</p>
Condition 7 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes</p> <p>Notices served under the Contract shall be sent to the following address: Authority: HQ Defence Medical Services Group Coltman House DMS Whittington LICHFIELD WS14 9PY</p> <p>Contractor: The University of Birmingham</p>
Condition 9 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Progress Meeting (power point presentation)</p> <p>Frequency: Quarterly</p> <p>Location: Virtually unless otherwise specified</p>
Condition 9 – Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: Progress Reports</p> <p>Frequency: Quarterly</p> <p>Method of Delivery: Electronic</p> <p>Address: As per DEFFORM</p> <p>111</p>

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Condition 10.a – Contract Price	<p>All Schedule 2 line items shall be FIRM Price and inclusive of any UK custom and excise or other duty payable other than those stated below:</p>
Condition 10.b – Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract? No If Yes the Deliverable Quality Plan must be set out as defined in AQAP Other Quality Assurance Requirements:</p>
Condition 11 – Delivery/Collection	<p>Contract Deliverables are to be: Reports to be delivered electronically by the Contractor for acceptance by Surgeon Captain Professor Rory Rickard/Lt Col Linda Orr</p> <p>Special Instructions: N/A</p> <p>Collected by the Authority Special Instructions (including consignor address if different from Contractor's registered address): N/A</p>
Condition 17 – Termination for Convenience	<p>The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:</p> <p>The Notice period for termination shall be 20 Business Days</p>

Appendix 1 to Schedule 3 - Contact Data Sheet (DEFFORM 111)

(Edn 03/21)

1. Commercial Officer Name: Michael Woodard Address: DMS Whittington / Coltman House / Lichfield / WS14 9PY Email: [REDACTED]	8. Public Accounting Authority 1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD (44 (0) 161 233 5397 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD (44 (0) 161 233 5394
2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available) Name: Col Linda Orr Address: Research & Clinical Innovation (MOD) ICT Centre Vincent Drive Birmingham B15 2SQ Email: [REDACTED]	9. Consignment Instructions The items are to be consigned as follows: N/A
3. Packaging Design Authority Organisation & point of contact: DES IMOC SCP TLS Packaging MOD Abbey Wood, Bristol, BS34 8JH Email: DESIMOCSCP-TLS-Pkg@mod.uk (+44 (0) 30 679 35353	10. Transport. The appropriate Ministry of Defence Transport Offices are: A. DSCOM , DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH Air Freight Centre IMPORTS (030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS (030 679 81113 / 81114 Fax 0117 913 8943 Surface Freight Centre IMPORTS (030 679 81129 / 81133 / 81138 Fax 0117 913 8946 EXPORTS (030 679 81129 / 81133 / 81138 Fax 0117 913 8946 B. JSCS JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837 www.freightcollection.com
4. (a) Supply / Support Management Branch or Order Manager: Samantha Brown Branch/Name: Research & Clinical Innovation (MOD) ICT Centre Vincent Drive Birmingham B15 2SQ Email : [REDACTED] (b) U.I.N. D0377A	

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<p>5. Drawings/Specifications are available from</p> <p>N/A.</p>	<p>11. The Invoice Paying Authority Ministry of Defence (0151-242-2000 DBS Finance Walker House, Exchange Flags Fax: 0151-242-2809 Liverpool, L2 3YL Website is: https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p>
<p>6. INTENTIONALLY BLANK</p>	<p>12. Forms and Documentation are available through *: Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk</p>
<p>1. Quality Assurance Representative:</p> <p>AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.uwh.diif.r.mil.uk/ [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].</p>	<p>*NOTE 1.Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm 2. <u>If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.</u></p>

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 8) for Contract No: 702931454**1. Authority Changes**

Subject always to Condition 27 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
 - (1) the effect of the Change on the Contractor's obligations under the Contract;
 - (2) a detailed breakdown of any costs which result from the Change;
 - (3) the programme for implementing the Change;
 - (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
 - (5) such other information as the Authority may reasonably require.

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- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 - (1) evaluate the Contractor Change Proposal;
 - (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 27 (Amendments to Contract); or
 - (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Schedule 5 - Contractor's Sensitive Information Form (i.a.w. Condition 4) for Contract No: 702931454

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No: 702931454
Description of Contractor's Sensitive Information:
Cross Reference(s) to location of Sensitive Information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

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Schedule 6 – Key Performance Indicators

Ser	Key Performance Indicator	Definition	By Whom	Measure Acceptance Date	Required Threshold Percentage
1	Initial meeting with DO and Progress updates	Agreement on the stages and research requirements followed by provision of updates to the DO in the form of quarterly meetings (power point presentations) and quarterly progress reports.	Contractor	Initial meeting to be held no later than six weeks following Contract Award Progress updates every three months thereafter	100%
2	Completion of Work Package 1	Identification and phenotype classification of 5-HT1A receptor expressing cells in the cochlear nucleus	Contractor	No later than 30 th Nov 2022	100%
3	Completion of Work Package 2	Identification of suitable drug target(s) expressed by the 5-HT1A-deplete neurones in the cochlear nucleus	Contractor	No later than 30 th Jun 23	100%
4	Final Report	Completed report including identification of suitable drug(s) for future evaluation of efficacy in patients with tinnitus	Contractor	No later 31 st July 2023	100%

		Received and signed off by the DO			
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Schedule 7 – Project Proposal

[REDACTED]

Schedule 8 – Milestone Payment Plan

No.	Milestone Description	Milestone Achievement Criteria	Milestone Achievement Date	Milestone Value (GBP)
1	Electronic report on the progress in phenotyping classification of 5-HT_{1A} receptor expressing neurones in the cochlear nucleus	Receipt and acceptance of report as per description	30th Nov 22	[REDACTED]
2	Electronic report on identification of a suitable druggable target(s) expressed by the 5-HT_{1A} deplete neurones.	Receipt and acceptance of report as per description	30th Jun 23	[REDACTED]
3	Final electronic report on project, including identifying suitable drug(s) for future evaluation of efficacy in patients with tinnitus.	Receipt and acceptance of report as per description	31st Jul 23	[REDACTED]